

Description: This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. The commercial items procedures of FAR Part 12 will be used. **Solicitation# RFP VA256-15-R-0503.** This solicitation is issued as request for proposal (RFP).

Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-77, effective November 13, 2014.

This is a total set-aside for Small Businesses only.

NAICS code is 811310, size standard is \$7.0 MILLION.

Place of Performance: Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston, TX 77030

Performance Period: April 1, 2015 plus three 12 Month Option periods at the discretion of the government to exercise.

All questions pertaining to this solicitation shall be submitted by 2:00pm CST March 20, 2015. Send all questions electronically to anthony.marion2@va.gov.

Only electronic offers will be accepted. Offers shall be submitted to Anthony.marion2@va.gov

NO LATER THAN March 25, 2015 by 2:00 PM CST.

POC: Anthony Marion, Contracting Officer Phone: 713-794-7408
Email: anthony.marion2@va.gov

STATEMENT OF WORK

Emergency Generator Preventive Maintenance

I. GENERAL REQUIREMENT

Contractor shall develop and provide a comprehensive preventive maintenance service plan and furnish all skilled labor, materials, parts, equipment, tools, travel, and supervision for providing preventive maintenance, inspections and repairs for (15) diesel, (1) dual fuel and (1) natural gas emergency and standby generators. Contractor shall also perform repairs to subsystem and controls associated with the Emergency Power Supply System (EPSS) located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas listed on the schedule of this contract. The services under this contract shall also include the removal and disposal of replaced parts and/or articles in accordance with applicable guidelines stated herein.

II. SPECIFIC CONTRACT WORK REQUIREMENTS

1. Preventive Maintenance(PMI) Inspections

The preventive maintenance procedures shall consist of visual and functional inspections of the entire instrument with the instrument being cleaned and worn or defective parts being replaced when necessary, as per manufacturer's specifications, National Fire Protection Association (NFPA) 99 and 110. The estimated number

of inspections per generator is based on how the VA plans to operate the emergency and standby generators. The Natural Gas 1980kw standby generator will operate 24/7 for three weeks out of month, then the Dual Fuel 3000kw standby generator will run 24/7 for one week. The remaining emergency and standby generators will be exercised for one hour monthly. Preventive Maintenance Inspections (PMIs) shall be scheduled at least two work weeks in advance with the Contracting Officer Representative (COR).

2. Load Bank Testing

Contractor shall provide all labor, equipment, material and supervision to perform annual load bank testing for the generators identified on the equipment schedule below.

The test shall consist of:

- (a.) loading the generator at 25 percent of name plate rating for 30 minutes followed by
- (b.) 50 percent of name plate rating for 30 minutes, followed by
- (c.) 75 percent for 60 minutes followed by
- (d.) 100 percent of name plate rating for two continuous hours.

The contractor shall record, every fifth teen minutes, voltage, frequency, amperage, power, oil pressure, water temperature and battery charge rate. Equivalent loads used for testing shall be automatically replaced with the emergency loads in case of failure of the primary source. Load bank testing shall be scheduled at least two work weeks in advance with the COR.

3. Additional Services

Contractor shall provide emergency “call out” repair services for emergency equipment deemed critical to medical center operations. Contractor response time shall be performed within 2 hours from the time of call-out. Contractor shall also respond to non-critical service calls by the next business day. Contractor shall submit proposal with both, overtime rate and normal rate not exceeding 50 man-hours in a contract year.

Equipment Schedule

MANUFACTURER	MODEL	SERIAL	CAPACITY	Load Bank	INSP.	BLDG.
CUMMINGS POWER GENERATION	DQFAA- 5764940	G06095139 5	750KW	No	2	109
CATERPILLAR	3412D1	81207632	600KW	Yes	2	114
CATERPILLAR	3508	6MA00874	700KW	NO	2	106
CATERPILLAR	3508	6MA00881	700KW	NO	2	106
CATERPILLAR	3508	6MA00877	700KW	NO	2	106

CATERPILLAR	3508	6MA00875	700KW	NO	2	106
CATERPILLAR	3508	6MA00882	700KW	NO	2	106
CATERPILLAR	3508	6MA00878	700KW	NO	2	106
CATERPILLAR	3412C	1EZ07277	700KW	NO	2	105A
CATERPILLAR	3412C	1EZ07278	700KW	NO	2	105A
CATERPILLAR	3412C	1EZ07279	700KW	NO	2	105A
CATERPILLAR	3516D	DD500613	2500KW	Yes	2	101A
CATERPILLAR	3516D	DD500613	2500KW	Yes	2	101A
CATERPILLAR	3516D	DD500613	2500KW	Yes	2	101A
CATERPILLAR	3516D	DD500613	2500KW	Yes	2	101A
CATERPILLAR	3516G	DD500613	1980KW	Yes	12	101A
Fairbanks Morse	FM OP38TD D8 1/8	38E814005 TDFS12	3000KW	Yes	4	101A

4. Disposal of Removed Parts and Articles

Upon receiving approval from the Contracting Officer's authorized representative, Contractor shall be responsible for disposing all removed parts and articles in accordance with the applicable manufacture's, industry's, federal, state, and local guidelines.

5. Reports:

The Contractor's Service Representative shall complete a full service report in writing after each preventive maintenance inspection and load bank test prior to departing the station. The contractor shall also follow up with a final report identifying discrepancies found and corrective actions made. Contractor shall submit (1) final hardcopy report and (1) electronic report to the Contracting Officer's Representative. The Contractor shall supply the VA Medical Center with a written quarterly fuel analysis as to the moisture content of each tank that supplies fuel for emergency generators.

6. Codes Compliance

All electrical work shall comply with the latest applicable rules of the National Electric Code, National Electrical Safety Code, and the National Fire Protection Association 99 (Health Care Facilities). Electrical equipment and material shall be UL approved, whenever applicable.

7. Materials and Workmanship

The Contractor shall furnish only new OEM parts. All parts shall be of current manufacture and shall have versatility with presently installed equipment. All new installed replacement parts become the property of the

Government. All material and equipment shall be installed in accordance with the recommendations of the manufacturer that conforms to the contract.

8. Inspection of Materials and Articles

Inspection of materials and articles furnished under this contract shall be made at the site by the resident engineer or his designee, unless otherwise provided for in the specifications. Final inspection shall not be made until the contract work is ready for beneficial use or occupancy. The Contractor shall notify the COR (Contracting Officer Representative), 7 days prior to the date on which the work will be ready for final inspection.

8. Safety Requirements

Contractor shall provide with technical proposal competent technician with current 30 hour OSHA and NFPA 70E training certificates. In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer, or his/her designee, may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall have one supervisory employee, who will disseminate requirements to those who work at our facility, report to the Safety Manager's office for a one- (1) time training class before working on-site

9. Work Schedule

VA Normal Work hours are 8:00 A.M. - 4:30P.M., Monday - Friday, excluding Federal Holidays

National Holidays: No work shall be performed on National Holidays. The ten (10) holidays observed by the Federal Government are:

New Year's Day
Washington's Birthday
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas

If the national holidays fall on Saturday or Sunday and are observed on either Friday or Monday by the Federal Government, no work shall be performed on these days.

10. Utility Interruptions

Contractor shall ensure at least four generators available for automatic startup at any given time. The maximum of two generators and control panels shall be permitted to work on at any given time. Contractor shall ensure continuity emergency power is available

11. INVOICING/PAYMENTS

All invoices shall be submitted in arrears, properly prepared in accordance with FAR 52.212-4, contain sufficient details, and match with the service tickets for the work rendered.

a. Monthly Invoices

Invoices for fixed monthly fee shall be properly prepared and sent via OB10. Contractor shall register and submit invoices electronically via OB10. The website address for registering: WWW.OB10.COM.

Notes: On the right side of the screen, click on the (orange button that reads, REGISTER NOW)

THE PROMO CODE SO VENDOR DOESN'T GET CHARGED FOR INVOICES: VAPC7Y18

THE VA's BUYER ID NUMBER: AAA544240062.

Help Desk Number: 1-800-353-9791 or email: vafscshd@va.gov

More information on OB10 invoicing is located <http://www.ob10.com/us/en/veterans-affairs/>.

These invoices shall be sent in arrears at the beginning of each month following the month in which the services were rendered and billed for. At a minimum, all invoices shall include the following details:

Description of the services rendered

Billing period in which the services were rendered

Correct purchase order number which will be issued by the Contracting Officer after the contract is awarded. Invoices without correct purchase order number shall be rejected and returned to the Contractor.

Invoice number and date

Payments shall be made in accordance with the prompt payment act out of the Government annual appropriated funds obligated in a purchase order which will be issued after the contract is awarded.

All invoices shall include all applicable required Service reports.

(End of Statement of Work)

III. Price/Cost Schedule:

Price shall be provided in accordance with the following format below:

Contractor shall furnish all skilled labor, materials, parts, equipment, tools, travel, and supervision for providing preventive maintenance, inspections and repairs for (15) diesel, (1) dual fuel and (1) natural gas emergency and standby generators. Contractor shall also perform repairs to subsystem and controls associated with the Emergency Power Supply System (EPSS) located at the Michael E. DeBakey VA Medical Center, 2002 Holcombe Boulevard, Houston, Texas

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Cummings Power Generation:	2.00	JB		

Model DQFAA-5764940
Serial Number:G060951395
Capacity:750KW
Load Bank:No
Number of Inspections: 2
BLDG#109

2	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3412D1 Serial: 81207632 Capacity:600KW Load Bank:YES Number of Inspections: 2 BLDG#114	2.00	JB	_____	_____
3	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3508 Serial: 6MA00874 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
4	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3508 Serial: 6MA00881 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
5	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3508 Serial: 6MA00877	2.00	JB	_____	_____

Capacity:700KW
Load Bank:No
Number of Inspections: 2
BLDG#106

6	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3508 Serial: 6MA00875 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
7	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3508 Serial: 6MA00882 Capacity:700KW Load Bank: No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
8	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3508 Serial: 6MA00878 Capacity:700KW Load Bank: No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
9	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3412C Serial: 1EZ07277 Capacity:700KW Load Bank:No	2.00	JB	_____	_____

Number of Inspections: 2
BLDG#105A

10	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3412C Serial: 1EZ07278 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#105A	2.00	JB	_____	_____
11	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3412C Serial: 1EZ07279 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#105A	2.00	JB	_____	_____
12	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
13	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____

14	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
15	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
16	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Caterpillar: Model: 3516G Serial: DD500613 Capacity:1980KW Load Bank:Yes Number of Inspections: 12 BLDG#101A	12.00	JB	_____	_____
17	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Fairbanks Morse: Model: FM OP38TDD8 1/8 Serial: 38E814005TDFS12 Capacity:3000KW Load Bank:Yes Number of Inspections: 4 BLDG#101A	4.00	JB	_____	_____
18	Contract Period: Base POP Begin: 04/01/2015	1.00	HR	_____	_____

POP End: 09/30/2015
Emergency Repairs
Not to Exceed 50 Hrs.

19	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Overtime Rate for services	1.00	HR	_____	_____
1001	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Cummings Power Generation: Model DQFAA-5764940 Serial Number:G060951395 Capacity:750KW Load Bank:No Number of Inspections: 2 BLDG#109	2.00	JB	_____	_____
1002	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3412D1 Serial: 81207632 Capacity:600KW Load Bank:YES Number of Inspections: 2 BLDG#114	2.00	JB	_____	_____
1003	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3508 Serial: 6MA00874 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
1004	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016	2.00	JB	_____	_____

Caterpillar:
Model: 3508
Serial: 6MA00881
Capacity:700KW
Load Bank:No
Number of Inspections: 2
BLDG#106

1005	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3508 Serial: 6MA00877 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
1006	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3508 Serial: 6MA00875 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
1007	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3508 Serial: 6MA00882 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
1008	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3508	2.00	JB	_____	_____

Serial: 6MA00878
Capacity:700KW
Load Bank:No
Number of Inspections: 2
BLDG#106

1009	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3412C Serial: 1EZ07277 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#105A	2.00	JB	_____	_____
1010	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3412C Serial: 1EZ07278 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#105A	2.00	JB	_____	_____
1011	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3412C Serial: 1EZ07279 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#105A	2.00	JB	_____	_____
1012	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW	2.00	JB	_____	_____

Load Bank: Yes
Number of Inspections: 2
BLDG#101A

1013	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank: Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
1014	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank: Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
1015	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank: Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
1016	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Caterpillar: Model: 3516G Serial: DD500613 Capacity:1980KW Load Bank: Yes Number of Inspections: 12	12.00	JB	_____	_____

BLDG#101A

1017	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Fairbanks Morse: Model: FM OP38TDD8 1/8 Serial: 38E814005TDFS12 Capacity:3000KW Load Bank:Yes Number of Inspections: 4 BLDG#101A	4.00	JB	_____	_____
1018	Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016 Emergency Repairs Not to Exceed 50 Hrs.	1.00	HR	_____	_____
1019	Contract Period: Base POP Begin: 04-01-2015 POP End: 09-30-2015 Overtime Rate for services	1.00	HR	_____	_____
2001	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Cummings Power Generation: Model DQFAA-5764940 Serial Number:G060951395 Capacity:750KW Load Bank:No Number of Inspections: 2 BLDG#109	2.00	JB	_____	_____
2002	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3412D1 Serial: 81207632 Capacity:600KW Load Bank:YES Number of Inspections: 2	2.00	JB	_____	_____

BLDG#114

2003

Contract Period: Option 2

2.00

JB

POP Begin: 10-01-2016

POP End: 09-30-2017

Caterpillar:

Model: 3508

Serial: 6MA00874

Capacity:700KW

Load Bank:No

Number of Inspections: 2

BLDG#106

2004

Contract Period: Option 2

2.00

JB

POP Begin: 10-01-2016

POP End: 09-30-2017

Caterpillar:

Model: 3508

Serial: 6MA00881

Capacity:700KW

Load Bank:No

Number of Inspections: 2

BLDG#106

2005

Contract Period: Option 2

2.00

JB

POP Begin: 10-01-2016

POP End: 09-30-2017

Caterpillar:

Model: 3508

Serial: 6MA00877

Capacity:700KW

Load Bank:No

Number of Inspections: 2

BLDG#106

2006

Contract Period: Option 2

2.00

JB

POP Begin: 10-01-2016

POP End: 09-30-2017

Caterpillar:

Model: 3508

Serial: 6MA00875

Capacity:700KW

Load Bank:No

Number of Inspections: 2

BLDG#106

2007	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3508 Serial: 6MA00882 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
2008	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3508 Serial: 6MA00878 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
2009	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3412C Serial: 1EZ07277 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#105A	2.00	JB	_____	_____
2010	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3412C Serial: 1EZ07278 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#105A	2.00	JB	_____	_____
2011	Contract Period: Option 2 POP Begin: 10-01-2016	2.00	JB	_____	_____

POP End: 09-30-2017
Caterpillar:
Model: 3412C
Serial: 1EZ07279
Capacity:700KW
Load Bank:No
Number of Inspections: 2
BLDG#105A

2012	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
2013	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
2014	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
2015	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar:	2.00	JB	_____	_____

Model: 3516D
Serial: DD500613
Capacity:2500KW
Load Bank:Yes
Number of Inspections: 2
BLDG#101A

2016	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Caterpillar: Model: 3516G Serial: DD500613 Capacity:1980KW Load Bank:Yes Number of Inspections: 12 BLDG#101A	12.00	JB	_____	_____
2017	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Fairbanks Morse: Model: FM OP38TDD8 1/8 Serial: 38E814005TDFS12 Capacity:3000KW Load Bank:Yes Number of Inspections: 4 BLDG#101A	4.00	JB	_____	_____
2018	Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017 Emergency Repairs Not to Exceed 50 Hrs.	1.00	HR	_____	_____
2019	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Overtime Rate for services	1.00	HR	_____	_____
3001	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Cummings Power Generation: Model DQFAA-5764940	2.00	JB	_____	_____

Serial Number:G060951395
Capacity:750KW
Load Bank:No
Number of Inspections: 2
BLDG#109

3002	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3412D1 Serial: 81207632 Capacity:600KW Load Bank:YES Number of Inspections: 2 BLDG#114	2.00	JB	_____	_____
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3003	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3508 Serial: 6MA00874 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
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3004	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3508 Serial: 6MA00881 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
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3005	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3508 Serial: 6MA00877 Capacity:700KW	2.00	JB	_____	_____
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Load Bank:No
Number of Inspections: 2
BLDG#106

3006	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3508 Serial: 6MA00875 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
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3007	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3508 Serial: 6MA00882 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
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3008	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3508 Serial: 6MA00878 Capacity:700KW Load Bank:No Number of Inspections: 2 BLDG#106	2.00	JB	_____	_____
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3009	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3412C Serial: 1EZ07277 Capacity:700KW Load Bank:No Number of Inspections: 2	2.00	JB	_____	_____
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BLDG#105A

3010

Contract Period: Option 3

2.00

JB

POP Begin: 10-01-2017

POP End: 09-30-2018

Caterpillar:

Model: 3412C

Serial: 1EZ07278

Capacity:700KW

Load Bank:No

Number of Inspections: 2

BLDG#105A

3011

Contract Period: Option 3

2.00

JB

POP Begin: 10-01-2017

POP End: 09-30-2018

Caterpillar:

Model: 3412C

Serial: 1EZ07279

Capacity:700KW

Load Bank:No

Number of Inspections: 2

BLDG#105A

3012

Contract Period: Option 3

2.00

JB

POP Begin: 10-01-2017

POP End: 09-30-2018

Caterpillar:

Model: 3516D

Serial: DD500613

Capacity:2500KW

Load Bank:Yes

Number of Inspections: 2

BLDG#101A

3013

Contract Period: Option 3

2.00

JB

POP Begin: 10-01-2017

POP End: 09-30-2018

Caterpillar:

Model: 3516D

Serial: DD500613

Capacity:2500KW

Load Bank:Yes

Number of Inspections: 2

BLDG#101A

3014	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
3015	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3516D Serial: DD500613 Capacity:2500KW Load Bank:Yes Number of Inspections: 2 BLDG#101A	2.00	JB	_____	_____
3016	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Caterpillar: Model: 3516G Serial: DD500613 Capacity:1980KW Load Bank:Yes Number of Inspections: 12 BLDG#101A	12.00	JB	_____	_____
3017	Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018 Fairbanks Morse: Model: FM OP38TDD8 1/8 Serial: 38E814005TDFS12 Capacity:3000KW Load Bank:Yes Number of Inspections: 4 BLDG#101A	4.00	JB	_____	_____
3018	Contract Period: Option 3 POP Begin: 10-01-2017	1.00	HR	_____	_____

POP End: 09-30-2018

Emergency Repairs

Not to Exceed 50 Hrs.

3019	Contract Period: Option 3	1.00	HR	_____	_____
	POP Begin: 10-01-2017				
	POP End: 09-30-2018				
	Overtime Rate for services				
				GRAND TOTAL	_____

CONTRACT CLAUSES/SOLICITATION PROVISIONS

The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition.

The provision at 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999) applies to this acquisition.

All offers shall include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications -- Commercial Items.

The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition and a statement. The addendum to FAR 52.212-4 also applies to this acquisition.

The clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition and all additional FAR clauses cited in the clause are applicable to the acquisition.

FAR CLAUSES

1. FAR 52.212-4 Contract Terms and Conditions – Commercial Items (MAY 2014)

Addendum to FAR 52.212-4 – Show FAR clauses followed by VAAR clauses in numeric order. List all clauses incorporated by reference in numeric order under 52.252-2 (see below), starting first with FAR and followed by VAAR.

2. 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)
3. 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
4. 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
5. 52.217-8 Option to Extend Services (NOV 1999)
6. 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (48) months.

7. 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

8. 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

9. 52.222-41 Service Contract Labor Standards (MAY 2014)

10. 52.222-99 Establishing A Minimum Wage For Contractors (Deviation 2014-O0017) (June 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

11. 52.228-5 Insurance-Work on a Government Installation (JAN 1997)

12. CL-120 In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000 per occurrences.

(c) Automobile liability: \$100,000 per person; \$500,000 per occurrence and property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

13. 52.232-18 Availability of Funds (APR 1984)

14. 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond the base year period of performance. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base year of period of performance, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

15. 52.237-3 Continuity of Services (JAN 1991)

VAAR CLAUSES

16. 852.203-70 Commercial Advertising (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

17. 852.203-71 Display Of Department Of Veterans Affairs Hotline Poster (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

18. 001AL-11-15-A Limitations on subcontracting – Monitoring and Compliance (JUNE 2011)

This solicitation includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

19. 852.232-72 Electronic Submission Of Payment Requests (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

20. 852.237-70 Contractor Responsibilities (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Arkansas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clauses)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

FAR PROVISIONS

21. 52.204-16 Commercial and Government Entity Code Reporting (NOV 2014)

22. 52.204-17 Ownership or Control of Offeror

23. 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

24. 52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

25. 52.212-2 Evaluation—Commercial Items (Jan 1999)

- (a) The Government will award a contract resulting from this solicitation to the lowest price using the following criteria:

Technical
Past Performance
Price

1) Technical: Contractor technical, personnel, certification and management approach to meet requirements in the statement of work.

2) Past Performance – Past Performance information will be reviewed in the Contractor Performance Assessment Reporting System (CPARS), and Past Performance Information Retrieval System (PPIRS) systems. Past Performance comments of Satisfactory and higher will be considered technically acceptable. Additionally, contractor will be required to complete attached Past Performance Questionnaire to be used in evaluation. In the case that a contractor does not have a record of past performance, it will not be considered unacceptable. Only Past Performance that is for contracts the contractor has completed for similar work in scope and dollar value will be used in evaluation.

3) Price – Contractor must provide a fair and reasonable price on all aspects of specifications.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

26. 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a service contract resulting from this solicitation.

52.217-5 Evaluation of Options (Jul 1990)

27. 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Timothy Pighee, Contract Specialist, 2200 Fort Roots Dr. BLDG 41, Room 217, North Little Rock, AR, 72114-1709.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

VAAR PROVISIONS

28. 852.233-70 Protest Content/Alternative Dispute Resolution (Jan 2008)

(a) Any protest filed by an interested party shall:

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

- (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

29. 852.252-70 Solicitation Provisions Or Clauses Incorporated By Reference (Jan 2008) The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

852.270-1 Representatives Of Contracting Officers (Jan 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)